

If you or a third party submits and we retain . . .	The Regional Director will disclose them to the public . . .
(4) Data and information related to a deep stratigraphic test,	25 years after you complete the test, unless the provisions of paragraph (b) of this section apply.

(b) This paragraph applies if you are covered by paragraph (a)(4) of this section and a lease sale is held or a non-competitive agreement is negotiated after you complete a test well. We will release the data and information related to the deep stratigraphic test at the earlier of the following times:

- (1) Twenty-five years after you complete the test; or
- (2) Sixty calendar days after we issue a lease, located partly or totally within 50 geographic miles (92.7 kilometers) of the test.

§ 580.72 What procedure will BOEM follow to disclose acquired data and information to a contractor for re-production, processing, and interpretation?

(a) When practical, the Regional Director will advise the person who submitted data and information under § 580.40 or § 580.50 of the intent to provide the data or information to an independent contractor or agent for re-production, processing, and interpretation.

(b) The person notified will have at least five working days to comment on the action.

(c) When the Regional Director advises the person who submitted the data and information, all other owners of the data or information will be considered to have been notified.

(d) The independent contractor or agent must sign a written commitment not to sell, trade, license, or disclose data or information to anyone without the Regional Director's consent.

§ 580.73 Will BOEM share data and information with coastal States?

(a) We can disclose proprietary data, information, and samples submitted to us by permittees or third parties that we receive under this part to the Governor of any adjacent State that requests it according to paragraphs (b), (c), and (d) of this section. The permittee or third parties who submitted proprietary data, information, and samples will be notified about the dis-

closure and will have at least five working days to comment on the action.

(b) We will make a disclosure under this section only after the Governor and the Secretary have entered into an agreement containing all of the following provisions:

(1) The confidentiality of the information will be maintained.

(2) In any action taken for failure to protect the confidentiality of proprietary information, neither the Federal Government nor the State may raise as a defense:

(i) Any claim of sovereign immunity; or

(ii) Any claim that the employee who revealed the proprietary information was acting outside the scope of his/her employment in revealing the information.

(3) The State agrees to hold the Federal Government harmless for any violation by the State or its employees or contractors of the agreement to protect the confidentiality of proprietary data and information and samples.

(4) The materials containing the proprietary data, information, and samples will remain the property of the Federal Government.

(c) The data, information, and samples available for reproduction to the State(s) under an agreement must be related to leased lands. Data and information on unleased lands may be viewed but not copied or reproduced.

(d) The State must return to us the materials containing the proprietary data, information, and samples when we ask for them or when the State no longer needs them.

(e) Information received and knowledge gained by a State official under paragraph (d) of this section is subject to confidentiality requirements of:

- (1) The Act; and
- (2) The regulations at 30 CFR parts 580, 581, and 582.